

RECEIVED

2014 APR 17 PM 2: 55

Original Title Page

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM



CMA CGM / OOCL  
Houston - Altamira

A Space Charter Agreement

FMC Agreement No. 012265

Expiration Date: No expiration date

This Agreement has not been published previously.



Table of Contents

|   | <u>Page</u> |
|---|-------------|
| 1. Name of the Agreement.....                                   | 1           |
| 2. Purpose of the Agreement.....                                | 1           |
| 3. Parties to the Agreement .....                               | 1           |
| 4. Geographic Scope of the Agreement.....                       | 1           |
| 5. Agreement Authority .....                                    | 2           |
| 6. Officials of the Agreement and Delegations of Authority..... | 5           |
| 7. Voting.....  | 5           |
| 8. Duration and Termination of Agreement.....                   | 6           |
| 9. Applicable Law .....   | 8           |
| 10. Force Majeure .....   | 8           |
| 11. Dispute Resolution.....                                     | 9           |
| 12. Non-Assignment .....  | 10          |
| 13. Notices .....   | 10          |
| 13. Enforceability .....  | 10          |
| 15. Counterparts.....   | 11          |
| Signatures.....   | 12          |

ARTICLE 1: NAME OF THE AGREEMENT

The name of this Agreement is the CMA CGM / OOCL Houston to Altamira Space Charter Agreement (the "Agreement"). The reference service shall be referred to hereinafter as the "Service".

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorize CMA CGM to charter space in the Trade (as hereinafter defined) to OOCL in accordance with the terms of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

|                          |             |
|--------------------------|-------------|
| CMA CGM S.A              | ("CMA CGM") |
| 4, Quai d'Arenc          |             |
| 13235 Marseille Cedex 02 |             |
| France                   |             |

And

|  |          |
|--|----------|
| Orient Overseas Container Line Limited | ("OOCL") |
| 31/F, Harbour Centre                   |          |
| 25 Harbour Road                        |          |
| Wanchai                                |          |
| Hong Kong                              |          |

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the trade between Houston, U.S., and Altamira, Mexico. The foregoing geographic scope is hereinafter referred to as "the Trade".

For the avoidance of doubt, OOCL may use its allocation for transshipment cargo originating in or destined to countries outside the scope of this Agreement.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 OOCL may purchase space from the allocation of CMA CGM for the carriage of empty units, on an as needed, as available basis in the Trade (from Houston to Altamira), provided that CMA CGM agrees to provide space for movement of OOCL empty containers. The Parties are authorized to discuss and agree on the terms and conditions pursuant to which the foregoing space is chartered, including the amount of slot hire to be paid for each concerned carriage.

5.2 OOCL may not sub-charter space made available to it hereunder to any third-party ocean common carrier, except its affiliated companies and wholly owned subsidiaries, without the prior written consent of CMA CGM and subject to FMC prior approval.

5.3 CMA CGM and the vessels it provides shall comply with the requirements of the ISM Code. As vessel provider, CMA CGM shall be responsible for all operational aspects of the vessels. The Parties are authorized to discuss and agree on their respective rights and obligations with respect to the omission of port calls and the handling of cargo affected by such omissions.

5.4 The Parties shall both be signatory to the Agreement to Voluntarily

Participate in Customs-Trade Partnership Against Terrorism ("C-TPAT Agreement") and agree to develop and implement a verifiable, documented program to enhance security procedures throughout their respective portions of the supply chain process, as described in the C-TPAT Agreement.

5.5 The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, port omission arrangements; stowage planning; record-keeping; responsibility for loss or damage; insurance; force majeure; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and the treatment of hazardous and dangerous cargoes.

5.6 Pursuant to 46 C.F.R. § 535.408(b), any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

5.7 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims. Nothing in this Agreement shall give rise to or be construed as constituting a partnership for any purpose or extent and, unless

otherwise agreed, neither Party shall be deemed to be the agent of the other.

5.8 The Parties shall comply with all laws, regulations, requirements, directions or notices of customs, port and other authorities, and any consequence to this Agreement resulting from the non-compliance of a Party with mandatorily applicable U.S. federal and state laws will be borne in full by that Party.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The following are authorized to subscribe to and file this Agreement, any modification hereof, and any accompanying materials with the Federal Maritime Commission:

- (a) Any authorized officer of each of the Parties; and
- (b) Legal counsel for each of the Parties.

ARTICLE 7: VOTING

Amendments to this Agreement shall require unanimous agreement of the Parties, shall be in writing and signed by the Parties and shall not be effective until filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 8: DURATION AND TERMINATION OF AGREEMENT

8.1 This Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended. This Agreement shall remain in effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party. The Federal Maritime Commission shall be promptly notified in writing if this agreement is terminated.

8.2 Notwithstanding the above, in case of material breach of either Party, then that Party shall correct such breach within 30 days from the date of written notice of such breach sent by the other Party. In the event that the breach is not resolved within 30 days thereafter, then the non-breaching Party shall have the right to terminate the Agreement with immediate effect.

8.3 Notwithstanding the above, if at any time during the term of this Agreement either Party (the "Affected Party"):

- i) is dissolved;
- ii) becomes insolvent or fails to pay its debts as they become due;
- iii) make a general assignment, arrangement or composition with, or for the benefit of its creditors;
- iv) has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily;
- v) seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its

assets;

and the other Party is of the opinion that:

i) such event or occurrence is or may be materially detrimental to the service under this Agreement; or

ii) sums that may be owed (other than those that would be considered disputed in good faith) may not be paid or have not been paid in full or that their payment may be delayed;

then the other Party may give notice to the Affected Party terminating with immediate effect or suspending for such period as the other Party in its sole discretion deems appropriate, this Agreement or any part thereof.

8.4 Notwithstanding any termination in accordance with Article 8.2 and 8.3 above, the non-defaulting Party retains its right to claim against the defaulting Party for any loss and/or damage caused or arising out of such termination.

#### ARTICLE 9: APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of England except that nothing shall relieve the Parties of their obligation to comply with the Shipping Act of 1984, as amended.

#### ARTICLE 10: FORCE MAJEURE

Where the performance of a Party in whole or in part is prevented by circumstances



beyond that Party's reasonable control, such as but not limited to hostilities or the imminence thereof, act of public enemies, terrorism or terrorist acts or compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban, epidemic, port congestion, or immunities as set out in the Hague Visby Rules Article IV Rules 1 & 2, but excluding items i, m, n, o, p in Rule 2, unusual severe weather which can cause operational hindrance or any other event whatsoever which render the Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. The Parties shall cooperate to ameliorate the effect of any such events.

#### ARTICLE 11: DISPUTE RESOLUTION

11.1 All disputes or differences arising out of or in connection with or under this Agreement which cannot be amicably resolved shall be referred to the jurisdiction of High Court of Justice in London.

11.2 Either Party may at any time call for mediation of a dispute under the auspices of the LMAA. Unless agreed such mediation shall not otherwise interfere with or affect anything else including the time bars and Court procedure. If a Party calls for mediation and such is refused, the Party calling for mediation shall be entitled to bring that refusal to the attention of the Court.

ARTICLE 12: NON-ASSIGNMENT

No Party shall assign its rights or delegate its duties under this Agreement to any other person or entity without the prior written consent of the other Parties.

ARTICLE 13: ENFORCEABILITY

If at any time during the performance of this Agreement, any provision hereof shall be held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and be enforceable to the full extent permitted by law.

ARTICLE 14: COUNTERPARTS

This Agreement and any amendment hereto may be executed in multiple counterparts. Each counterpart shall be deemed an original, but all together shall constitute one and the same agreement.

CMA CGM / OOCL  
Space Charter Agreement  
FMC No. 012265  
Original Page No. 9

SIGNATURE PAGE

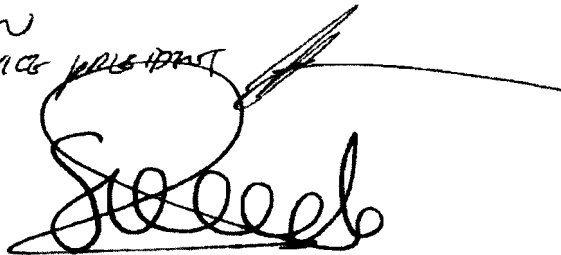
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
by their duly authorized representatives as of this 15 day of April, 2014.

By: CMA CGM S.A

Name: Kerredine Yelnik  
Title: Senior Trade Director

*OOCL (USA) INC., AS AGENT*  
By: Orient Overseas Container Line Limited

Name: *T.F. Han*  
Title: *SENIOR VICE PRESIDENT*



*34 Duval*  
*JY Duval*  
*VP, Lydon Lines*  
